



NATIONAL MERCHANT CENTER

AGENT # \_\_\_\_\_

## RETAIL MERCHANT PROCESSING APPLICATION &amp; AGREEMENT

## 1. MERCHANT INFORMATION

LEGAL NAME OF BUSINESS / IRS FILING NAME (MUST MATCH IRS RECORD)				DBA (DOING BUSINESS AS)			
LOCATION / SITE ADDRESS		CITY		STATE	ZIP CODE	COMPANY WEBSITE ADDRESS (URL)	
MAILING ADDRESS (IF DIFFERENT FROM LOCATION)		CITY		STATE	ZIP CODE	COMPANY E-MAIL ADDRESS	
COMPANY PHONE #	DESCRIPTOR PHONE #	MOBILE PHONE #	FAX #	CONTACT NAME		TITLE	
TAX ID	<input type="checkbox"/> I CERTIFY THAT I'M A FOREIGN ENTITY/NONRESIDENT ALIEN IF CHECKED, PLEASE ATTACH IRS FORM W-8			<b>NOTE:</b> FAILURE TO PROVIDE ACCURATE INFORMATION MAY RESULT IN A WITHHOLDING OF MERCHANT FUNDING PER IRS REGULATIONS (SEE PROGRAM GUIDE PART IV, SECTION A.4)			
BUSINESS TYPE		PUBLIC CORP.		TAX EXEMPT CORP.		STATE FILED	
<input type="radio"/> PARTNERSHIP		<input type="radio"/> PRIVATE CORP.		<input type="radio"/> LIMITED LIABILITY COMPANY		BUSINESS START DATE (MM / DD / YYYY)	
<input type="radio"/> SOLE PROPRIETORSHIP							
HAS THIS BUSINESS OR ANY ASSOCIATED PRINCIPAL BEEN TERMINATED AS A VISA / MASTERCARD / AMEX / DISCOVER NETWORK MERCHANT?		<input type="radio"/> YES <input type="radio"/> NO		HAS MERCHANT OR ANY ASSOCIATED PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO AN INVOLUNTARY BANKRUPTCY?		<input type="radio"/> YES > PROVIDE DATE, IF "YES" (MM / DD / YYYY) <input type="radio"/> NO	
DO YOU CURRENTLY ACCEPT VISA/MC/AMEX/DISCOVER NETWORK? (IF "YES", YOU MUST SUBMIT 3 MOST CURRENT MONTHLY STATEMENTS)		<input type="radio"/> YES <input type="radio"/> NO		YOUR PREVIOUS CARD PROCESSOR		REASON TO CHANGE <input type="checkbox"/> RATES <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER TERMINATED (MM / DD / YYYY)	
MERCHANT SELLS: (SPECIFY PRODUCT, SERVICE AND/OR INFORMATION)		DO YOU USE ANY THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER'S DATA?		<input type="radio"/> YES > IF "YES", NAME OF COMPANY, ADDRESS AND PHONE <input type="radio"/> NO			
REFUND POLICY FOR VISA/MASTERCARD/AMEX/ DISCOVER NETWORK SALES		<input type="radio"/> REFUND WILL BE GRANTED TO A CUSTOMER AS FOLLOWS > <input type="radio"/> NO REFUND. ALL SALES FINAL (MERCHANT MUST NOTIFY CUSTOMERS)		<input type="radio"/> VISA/MC/AMEX/DISCOVER NETWORK CREDIT > <input type="radio"/> EXCHANGE <input type="radio"/> STORE CREDIT		<input type="radio"/> 0-3 DAYS <input type="radio"/> 4-7 DAYS <input type="radio"/> 8-14 DAYS <input type="radio"/> OVER 14 DAYS	
OFFICE USE: SITE INSPECTION >		SITE REVIEWED BY		SIGNATURE		DATE	

## 2. OWNERSHIP INFORMATION (LIST PRINCIPALS NAMES THAT OWN COMBINED AT LEAST: 51% FOR CORPORATIONS, 100% FOR PARTNERSHIPS.)

PRINCIPAL NAME (FIRST, ML, LAST) (1)				TITLE		OWNERSHIP (%)	DATE OF BIRTH (MM / DD / YYYY)
HOME ADDRESS		CITY		STATE	ZIP CODE	HOME PHONE #	
SOCIAL SECURITY #	DRIVERS LICENSE #	DR.LIC. STATE/EXP DATE	E-MAIL	PERSONAL RESIDENCE		<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT ____ YRS. ____ MO.	
PRINCIPAL NAME (FIRST, ML, LAST) (2)				TITLE		OWNERSHIP (%)	DATE OF BIRTH (MM / DD / YYYY)
HOME ADDRESS		CITY		STATE	ZIP CODE	HOME PHONE #	
SOCIAL SECURITY #	DRIVERS LICENSE #	DR.LIC. STATE/EXP DATE	E-MAIL	PERSONAL RESIDENCE		<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT ____ YRS. ____ MO.	

## 3. BANK ACCT INFO

BANK NAME	BANK ROUTING #	BANK ACCOUNT #	BY PROVIDING THE ABOVE REFERENCED INFORMATION, YOU ARE AUTHORIZING BANK TO INITIATE ACH DEBIT/CREDIT TRANSACTIONS TO THIS ACCOUNT
* ATTACH VOIDED CHECK FOR THIS ACCOUNT			

## 4. TRANSACTION INFORMATION

FINANCIAL DATA		VISA / MASTERCARD / AMEX / DISCOVER NETWORK INFORMATION	
AVERAGE COMBINED MONTHLY VISA/MC/AMEX/DISCOVER NETWORK VOLUME \$ _____		MERCHANT TYPE	
AVERAGE VISA/MC/AMEX/DISCOVER NETWORK TICKET \$ _____		<input type="radio"/> RETAIL OUTLET	
HIGHEST TICKET AMOUNT \$ _____		<input type="radio"/> RESTAURANT/FOOD	
<input type="checkbox"/> SEASONAL? > HIGHEST VOLUME MONTHS OPEN		<input type="radio"/> LODGING	
> CHECK APPLICABLE MONTHS BELOW		<input type="radio"/> HOME BUSINESS, TRADE FAIRS	
<input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC		<input type="radio"/> OUTSIDE SALES/SERVICE, OTHER, ETC.	
		<input type="radio"/> MAIL/TELEPHONE ORDER ONLY	
		<input type="radio"/> INTERNET	
		<input type="radio"/> HEALTH CARE	
		NETWORK PROFILE (VISA/MC/DISCOVER)	
		SWIPED CREDIT CARDS _____%	
		KEYED CREDIT CARDS _____%	
		MO/TO _____%	
		INTERNET _____%	
		TOTAL 100 %	
		MERCHANT RECEIVES IMPRINT ON KEYED TRANSACTIONS <input type="radio"/> YES <input type="radio"/> NO	

## 5. EQUIPMENT

PAYMENT GATEWAY > _____	3rd PARTY PROCESSOR > _____
SOFTWARE > APPLICATION _____	VERSION # _____
TERMINAL MODEL > _____	
LEASE COMPANY: FIRST DATA GLOBAL LEASING	
LEASE TERM _____ + ANNUAL TAX HANDLING FEE: \$10.20.	
TOTAL MONTHLY LEASE CHARGE \$ _____ WITHOUT TAXES, FEES OR OTHER CHARGES THAT MAY APPLY, SEE LEASE AGREEMENT IN PROGRAM GUIDE FOR DETAILS.	
<b>NOTE:</b> THIS IS NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.	

## 6. NETWORK ACCEPTANCE

ACCEPT ALL VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER NETWORK TRANSACTIONS (PRESUMED, UNLESS ANY SECTION BELOW ARE CHECKED)		
<input type="checkbox"/> ACCEPT VISA CREDIT TRANSACTIONS ONLY	<input type="checkbox"/> ACCEPT MASTERCARD CREDIT TRANSACTIONS ONLY	<input type="checkbox"/> ACCEPT DISCOVER NETWORK CREDIT TRANSACTIONS ONLY
<input type="checkbox"/> ACCEPT VISA NON-PIN DEBIT TRANSACTIONS ONLY	<input type="checkbox"/> ACCEPT MASTERCARD NON-PIN DEBIT TRANSACTIONS ONLY	<input type="checkbox"/> ACCEPT DISCOVER NETWORK NON-PIN DEBIT TRANSACTIONS ONLY
<input type="checkbox"/> ACCEPT AMERICAN EXPRESS CREDIT TRANSACTIONS ONLY		

## 7. SCHEDULE OF CHARGES / FEES

PAYMENT NETWORK INTERCHANGE COST WILL BE CHARGED IN ADDITION TO:

### DISCOUNT RATES:

	QUALIFIED RATE (ELECTRONIC *)	AUTHORIZATION FEE
VISA	_____ %	\$ _____
MASTERCARD	_____ %	\$ _____
DISCOVER NETWORK	_____ %	\$ _____
AMERICAN EXPRESS CREDIT	_____ %	\$ _____
SIGNATURE DEBIT	_____ %	\$ _____
OTHER _____	_____ %	\$ _____
<input type="checkbox"/> EXISTING AMEX SE # _____		

Qualified Rate is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher mid-qualified discount rate of \_\_\_\_\_% + \$ \_\_\_\_\_ or in certain circumstances, at a non-qualified discount rate (Standard\*) of \_\_\_\_\_% + \$ \_\_\_\_\_, both rates are a surcharge to the qualified rate.

### GATEWAY / VT:

_____ GATEWAY MONTHLY FEE	\$ _____
_____ GATEWAY PER ITEM FEE	\$ _____
ADD VIRTUAL TERMINAL	<input type="checkbox"/> YES

### WIRELESS OR REMOTE™:

SETUP FEE	\$ _____
TRANSACTION FEE	\$ _____
MONTHLY FEE	\$ _____

### ERR:

	QUALIFIED RATE	NON-QUALIFIED SURCHARGE	AUTHORIZATION FEE
<input type="checkbox"/> VISA / MC / DISCOVER	_____ %	_____ %	\$ _____
<input type="checkbox"/> AMERICAN EXPRESS CREDIT	_____ %	_____ %	\$ _____

### DEBIT:

MONTHLY ACCESS FEE	\$ _____
CASH BACK	\$ _____ MAX
AUTHORIZATION/TRANSACTION FEE	\$ _____ + NETWORK FEES + _____ %
OTHER FEE	\$ _____

### MISCELLANEOUS :

ELECTRONIC AVS FEE	\$ _____	<input type="checkbox"/> EIDS MONTHLY FEE	\$ _____
ACH/BATCH FEE	\$ _____	<input type="checkbox"/> MERCHANT CLUB	\$ _____
CHARGEBACK FEE	\$ _____	MINIMUM MONTHLY DISCOUNT	\$ _____
RETRIEVAL REQUEST	\$ _____	APPLICATION FEE	\$ _____
SERVICE FEE	\$ _____		\$ _____

### EBT:

FCS # \_\_\_\_\_  
AUTHORIZATION / TRANSACTION FEE \$ \_\_\_\_\_

### OTHER FEES:

Payment Network Interchange Fees; Debit Network Fees; Returned Item Fee \$25 (charged if NMC attempted to debit the bank account for discounts or other fees and receives a rejection due to funds being unavailable at that time); Decline Fee – An amount equal to the Authorization Fee amount and charged per item declined; Bin/In Fee 0.05%; TIN/TFN invalid monthly fee: \$19.95; Monthly Compliance Fee \$3.96; PCI Annual Compliance Fee \$69.95; PCI NON-Compliant Monthly Fee \$35.00 (does not affect your compliance responsibilities and obligations associated with your merchant account). Early Termination Fee (ETF): the greater of (a) the average net monthly processing fees charged to the merchant for the previous 12 months multiplied by the remaining months of this agreement or (b) \$375; Annual Fee \$99. Voice Referral Authorization Fee \$3.50; IVR Voice authorization Fee \$1.50. If applicable, you may be charged additional pass through card brand fees. See a description of card brand fees here: <http://www.nationalmerchant.com/pdf/CardBrandFeeDescription.pdf>

## 8. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (NMC1804-R) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-8), and by this reference incorporated herein. **(Program Guide can be downloaded from <http://www.nationalmerchant.com/PDF/ProgramGuideNMC1804R.pdf>).** Client expressly acknowledges and certifies that Client has read the said Program Guide, and Client agrees to be bound by its terms including but not limited to the early termination fee provision. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number if Client has previously registered on a Do Not Call list of requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronics mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your Application is approved based upon contrary information stated in Section 4, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement as Section 34, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes National Merchant Center ("NMC") and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes NMC and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application.

The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates.

You further acknowledge and agree that you will not use your merchant account and/or Service for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transaction in certain jurisdictions pursuant to 31 CRF part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC)



Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by NMC and Bank.  
Client's Business Principal(s) / Officer(s):


	_____	_____	_____	_____
	MERCHANT PRINCIPAL 1 SIGNATURE	TITLE	PRINT NAME	DATE (MM/DD/YYYY)
	_____	_____	_____	_____
	MERCHANT PRINCIPAL 2 SIGNATURE	TITLE	PRINT NAME	DATE (MM/DD/YYYY)

### PERSONAL GUARANTEE


**PERSONAL GUARANTEE:** The undersigned guarantees to NMC and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") the performance of this Agreement and/or Equipment Lease Agreement, if applicable, and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. NMC and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of NMC and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

	_____	_____	_____
	SIGNATURE	PRINT NAME OF GUARANTOR	DATE (MM/DD/YYYY)
	_____	_____	_____
	SIGNATURE	PRINT NAME OF GUARANTOR	DATE (MM/DD/YYYY)

### ACCEPTED BY NATIONAL MERCHANT CENTER

	_____	_____
	ISO SIGNATURE	DATE (MM/DD/YYYY)
_____		
	TITLE	

WELLS FARGO BANK, N.A., (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC)  
1200 MONTEGO WAY, WALNUT CREEK, CA 94598

	_____	_____
	SIGNATURE	DATE (MM/DD/YYYY)
_____		
	TITLE	

## CONFIRMATION

NMC-1804-R

**Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you.**

**From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.**

1. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Card Processing Program Guide).
2. We may debit your bank account from time to time for amounts owed to us under the Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargeback's, see Section 10.
4. If you dispute any charge or funding, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 21.
6. We have assumed certain risks by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest).
7. By executing this Agreement with us you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. The Agreement contains a provision that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 36, Additional Fee Information.
9. If you lease equipment from Processor, it is important that you review Section 35 in Third Party Agreements. This lease is a non-cancelable lease for the full term indicated.

### 10. Association Disclosure

#### Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

#### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

#### Important Merchant Responsibilities:

- a) Ensure compliance with cardholder data security and storage requirements.
- b) Maintain fraud and chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

**Print Client's Business Legal Name:** \_\_\_\_\_

**By its signature below, Client acknowledges that it received the complete Program Guide (Version NMC1804-R) consisting of 33 pages (including this confirmation).**

**Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.**

**Client understands that a copy of the Program Guide is also available for downloading from the Internet at:**

<http://www.nationalmerchant.com/PDF/ProgramGuideNMC1804R.pdf>

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE - OUTS SHALL NOT APPLY.**



CLIENT'S BUSINESS PRINCIPAL SIGNATURE

TITLE

DATE (MM/DD/YYYY)

PRINT NAME